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5-4-1938

## Quaker Cash Markets and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 372, AFL (1938)

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## Quaker Cash Markets and Amalgamated Meat Cutters and Butcher Workmen of North America, Local 372, AFL (1938)

### Location

Akron, OH

### Effective Date

5-4-1938

### Expiration Date

9-30-1938

### Number of Workers

50

### Employer

Smith's Cash Market; Roth Provision Company; Aster Meat Markets

### Union

Amalgamated Meat Cutters and Butcher Workmen of North America

### Union Local

372

### NAICS

44

### Sector

Private

### Item ID

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### Keywords

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### Comments

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Copy for Dept. of Labor  
Bureau of Labor Statistics

To Be Kept Confidential  
Until June 20, 1938.

## ARTICLES OF AGREEMENT

MEMORANDUM OF AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 1938, at \_\_\_\_\_, County of Summit, State of Ohio, governing meat markets in Summit County, by and between the \_\_\_\_\_ Company, hereinafter referred to as the Employer and the Amalgamated Meat Cutters and Butcher Workmen, Local 372, hereinafter referred to as the Union.

### ARTICLE I.

(A) HOURS: All parties hereto agree that should an opening and closing hour be agreed on by the Employers, acceptable to the majority, the Local Union shall render all assistance in keeping these hours.

(B) Ten consecutive hours shall constitute the basic work day and work shall commence not earlier than 8:00 A.M. on week days and 7:00 A.M. on Saturdays. No employee shall be allowed to work in any market for more than fifty-three (53) hours in any one week. One hour shall be allowed each day for lunch. The lunch period shall be between 11:00 A.M. and 2:00 P.M., except for Saturday when thirty (30) minutes shall be allowed for lunch and thirty (30) minutes for supper. This lunch and supper periods for Saturday shall also apply for days preceding holidays. Each employee shall receive an afternoon off per week which shall start from 12:00 noon. An employee shall be allowed to work eleven (11) hours on Saturdays and the first days preceding holidays.

(C) Employees must serve all customers in the market at quitting time providing market closes at quitting time of employee. All meats are to be properly taken care of and the market placed in a sanitary condition, but such work shall not be construed as overtime. Thirty (30) minutes shall be allowed for cleanup time.

(D) The term overtime shall be deemed and construed to mean the time worked between the quitting time of one work day and the starting time of the next work day, clean up time excepted. Overtime shall be paid for on the basis of time and one-half of the hourly rate.

(E) There shall be no work on Sundays, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, and employees shall receive full pay for these holidays.

(F) Employees that are employed for a period of one (1) to five (5) years shall be given one (1) week's vacation with pay at the regular rate, and all employees with five (5) years service on or before May 1, 1938, shall receive two (2) weeks vacation with pay at the regular rate.

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### ARTICLE II.

WAGES: (A) A full time journeyman meat cutter shall receive not less than thirty (30) dollars per week as a minimum wage. Journeyman working less than a full week shall be paid at the rate of sixty (60) cents per hour. At no time shall an extra be paid for less than ten (10) hours work.

(B) The term manager shall be construed to mean a journeyman meat cutter who is responsible for the efficient management of the market and shall receive not less than Forty (40) Dollars as a minimum wage.

(C) Countermen or second men shall be paid at the rate of a minimum of Twenty-Five Dollars (\$25.00) for a full week's work, not to exceed fifty-three (53) hours.

# Note: This section applies only to the larger retail markets employing 5 or more men per market.

ARTICLE III.

APPRENTICES: (A) Every meat market may employ one apprentice sixteen (16) years of age or over, and one additional apprentice for every five (5) meat cutters thereafter, and shall receive as a minimum wage not less than the amount as set forth in the following schedule:

First 6 months	\$15.00	Fourth 6 months after	\$22.50
Second 6 months thereafter	17.50	Fifth 6 months after	25.00
Third 6 months thereafter	20.00	Sixth 6 months after	27.50

(B) After serving three (3) years of apprenticeship, an apprentice shall be classified as a journey man meat cutter and receive the prevailing scale of wage. He shall receive credit for all time served under each employer.

ARTICLE IV.

(A) Working conditions, wage rates, or working hours for employees performing special operations when agreed on by both the parties to this agreement are changed orally or by memorandum shall be construed to be part of this agreement.

ARTICLE V.

(A) All working equipment, including linens, tools, etc., shall be supplied by the employer at no cost to the employee.

ARTICLE VI.

(A) Employees receiving more than the minimum wage shall not be reduced in ~~hours~~, wages or conditions.

ARTICLE VII.

(A) Any employee not in good standing with the Union shall be relieved of his duties by the employer not later than ten days after receiving due notice from the Union, except when such employee reinstates himself.

ARTICLE VIII.

(A) Employers in need of help shall give preference to members of the Union whenever possible. However, they shall have the expressed right to hire employees of their own choosing providing such employees have resided in Summit County, not less than thirty (30) days and make application for membership in Local No. 372, not later than three (3) days after employment.

(B) All extra help, not members of the Union, shall be required to obtain working permits from the Union which must be shown at place of work upon demand of the Union's Representatives.

(C) All employees who are eligible and who are not members of the Union must become members of Local No. 372 within ten (10) days after the signing of this agreement.

ARTICLE IX.

(A) No full time employee shall be discharged without three (3) day's notice or three (3) day's advance pay. No notice or advance pay shall be necessary when employees are dismissed for dishonesty, incivility or intoxication. All employees shall give three (3) day's notice to the employer .



ARTICLE X.

(A) The employer agrees not to negotiate with any but the duly elected officers of Local No. 372 or other authorized members of same local, and further agrees not to make a contract with any one not affiliated with Local No. 372 during the life of this agreement.

(B) The principles of Seniority shall prevail and employees shall be reemployed after layoff on the basis of seniority.

ARTICLE XI.

(A) All grievances which cannot be adjusted by Local No. 372, and the employer, shall be referred to an arbitration board, consisting of two (2) members appointed by the employer, two (2) members named by the Union, and one to be agreed upon by the four already selected.

ARTICLE XII.

(A) No picket shall be established by the Union until the employer has received five (5) day's notice in writing of the grievance for which the picket is to be established. No lockout or strike or picket shall be established when arbitration has been requested either parties hereto. All grievances must be settled within ten (10) days.

ARTICLE XIII.

(A) This agreement shall expire on September 30, 1938. However, in case neither party serves notice to the other party thirty (30) days before any anniversary of this agreement that changes or complete cancellation is desired, then this agreement is automatically extended to April 1, 1939.

This agreement is to be signed in duplicate, one copy to the Employer, and one to the Union. Employer must place his copy where all employees have access.

For the Company:

For Local No. 372  
Amalgamated Meat Cutters and  
Butcher Workmen of North America,  
A. F. of L.

By-\_\_\_\_\_

By-\_\_\_\_\_

President.

By-\_\_\_\_\_

Business Representative.

## SECOND REQUEST

U. S. DEPARTMENT OF LABOR  
BUREAU OF LABOR STATISTICS  
WASHINGTON

*Confidential*

May 10, 1938

Mr. F. A. Robinson, Secy.  
Amal. Meat Cutters and  
Butcher Workmen #372  
~~100 West Center Street~~ 361 S. Main St.  
Akron, Ohio



Dear Sir: Information has come to us that you have concluded an agreement with employers.

As the Bureau of Labor Statistics endeavors to keep a record of all union agreements and all renewals of existing contracts, I am writing to ask if you will kindly furnish a copy of the agreement. If you have only one copy available and so designate, we shall be glad to type a duplicate and promptly return the original. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general analysis which will not reveal the name of the union.

We shall appreciate your cooperating with us by answering the questions listed below and by giving any other information which you think might be useful to us. The enclosed envelope for reply requires no postage.

If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Commissioner of Labor Statistics.

Name of company or employers' association signing the agreement Quaker Cash Markets

(over)

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 1

Number of union members working under terms of agreement NONE 8

Number of nonmembers working under terms of agreement None

Branch of trade covered Retail meat market employees (Meat cutters,

Date signed May 4, 1938 Date of expiration Sept. 30, 1938

Please indicate if you wish the agreement returned \_\_\_\_\_

Sam Pollock, Organizer

(Name of person furnishing information)

361 S. Main Street

(Address)

At present there are signed contracts with 5 stores (retail markets) covering 35 members which expire Sept. 30, 1938. These contracts are open shop contracts. However all ~~members~~ employees are members. This contract is similar to the enclosed contract with the exception of the preferential shop clauses, exclusion of the hiring of extras at less than the sixty cents per hour and not less than 10 hours of work and the elimination of the counterman classification bringing the minimum to 30 dollars per week.

The enclosed contract to date has been signed by the following concerns: Smith's Cash Market, 5 employees; Roth Provision Co., 5 employees; Aster Meat Markets, 40 employees in 21 retail markets;

additional

By the end of May it is expected that some 70 retail markets will be operating under the provisions of the enclosed contract. They will cover approximately 100 members.

I hope the information will suffice for the present. Any additional inquiries we can answer we shall be glad to give at any time.

S.F.

Very truly yours,



(Signature of John Tubin)